

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }  
COUNTY OF Greenville }

OCT 5 1978

MORTGAGE OF REAL ESTATE

BOOK 1448 PAGE 427

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Ira G. and Marjorie G. Shipman

(hereinafter referred to as Mortgagor) is well and truly indebted unto **Terplan, Inc. of Greenville**  
107 E. North St., Greenville, S.C.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promisory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of **hi**

**Three Thousand Nine hundred Sixty and no/100----- Dollars (\$ 3,960.00 )** due and payable in (36) Thirty Six monthly installments of One hundred ten (\$110.00) dollars each commencing on the 5th day of November, 1978 due and payable on the 5th day of each month thereafter until paid in full.

with interest thereon from **September 29, 1978** the rate of **15.68** per centum per annum, to be paid **annually**

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs or for any other purposes:

NOW, KNOW ALL MEN, that the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of **Greenville**

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, situate on the northwestern side of U.S. Highway 25, being shown on a plat of the property of William Edward Ervin and Peggy L. Ervin dated July 14, 1970, prepared by Carolina Engineering and Surveying Company recorded in Plat Book 4-E at Page 111 in the RMC Office for Greenville County and having, according to said plat, the following meted and bounds, to w-wit:

Beginning at an iron pin on the northwestern side of U. S. Highway 25, which iron pin is N 50-44 E 70 feet from the intersection of Hart Street and U. S. Highway 25 and running thence N 36-30 W 201.1 feet on to an iron pin; Thence N 52-10 E 70 feet to an iron pin; thence S 36-30 E 70 feet to an iron pin; thence N 53-18 E 16 feet to an iron pin; thence S 36-30 E 128.5 feet to an iron pin on the northwestern side of U.S. Highway 25; thence with said highway S 50-44 W 86 feet to the point of beginning.

This is the same property conveyed to George Peterson by Deed of William Edward Ervin and Peggy L. Ervin by deed dated October 19, 1972 and recorded in the RMC Office for Greenville County in Deed Volume 973 at Page 70.

This conveyance is subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record or on the premises.

DERIVATION: George Peterson, 11-5-76 Vol 1045 pge 729

GCTO  
-----2 OCT 5 78 1479



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

4328 RV-2